

MBH

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MICHAEL REAZUDDIN

Plaintiff,

v.

GOLD COAST EXOTIC IMPORTS, LLC,
JOSEPH J. PERILLO, MIR IMAD KHAN,
SALEEM BEG, PATRICIA MENDEZ and
JOSEPH ABBAS And JOHN DOES
NUMBERS 1-5

Defendant.

FILED

AUG 16 2022

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT



Case No. 22-cv-03643

Judge Pacold

Magistrate Judge Cox

PLAINTIFF'S OBJECTION TO MOTION TO WITHDRAW AS ATTORNEY OF RECORD

COME NOW Plaintiff Michael Reazuddin, and files his objection to Eydie R. Vanderbosch, Esq. Motion to Withdraw as Attorney of Record and as good grounds therefore shall state as follows:

1. Counsel has entered into contract with Plaintiff as Eydie R. Vanderbosch Esq. Legal & Consulting Services, LLC, an Illinois limited liability company (Exhibit-A) and has engaged to provide legal services as a corporate entity, has made court appearances and executed court documents and has represented herself to the public at large as an LLC dispensing legal services in violation of 705 ILCS 220 § 1and § 4 of the Corporation Practice of Law Prohibition Act. She cannot, now, seek assistance of this court to redress her grievances. The purpose of LLC she stated is to insulate herself from law practice liability and disciplinary actions from regulatory body (a misbelief). But this court has authority to seek lawful compliance from its officers in order to protect the dignity and integrity of the court.

2. Further, Counsel has failed to provide Notice to Plaintiff of the Motion to Withdraw as required pursuant to Il. Sup. Ct. R 13(c)(2). Plaintiff was alerted by a third party to the filing in the Court Docket and obtained a Certificate of Service with the Notification of Party Contact Information. The Motion to Withdraw and its appendages were mailed to a City of “Overland”, a City located in the neighboring State of Missouri whereas Plaintiff’s address is City of “Overland Park” in Kansas. As of the date of this pleading the Mail has not been redirected to Plaintiff’s correct address. Therefore, Notice pursuant to Rule 13(c)(2) remains deficient.

3. Furthermore, on August 11, 2022, Counsel has engaged in theft of funds from Plaintiff’s Bank Account using Plaintiff’s Debit Card Number to manually process payments through Counsel’s LawPay Account in the total amount of \$7,053.45. (Exhibit-B) The auto generated emails from LawPay to Plaintiff conclusively proves that the three LawPay fraudulent transactions were initiated by Counsel for the unauthorized taking of money from Plaintiff’s Bank Account without his knowledge and consent and was confirmed by LawPay. Reports of fraud have been filed with LawPay, Attorney Registration and Disciplinary Commission (ARDC), the Attorney General’s Office and the Chicago Police Department. Any order of withdrawal as counsel should be conditioned upon disgorging the ill-gotten gains through restitution to Plaintiff.

4. Counsel has not completed the terms of the engagement agreement she signed up for being aware of its scope. The terms of such agreement required representation in pretrial litigation, filing the complaint, conducting written and oral discovery, Court appearances for hearings, motions, briefs, trial, prove-up damages and complete such additional specific matters as required. The complaint was filed on July 13, 2022, and none of the defendants have been served yet. If service of process is not timely effected in the next few weeks, the probability of dismissal becomes imminent, and refile of the complaint will be time barred. Therefore, any order to withdraw as Counsel must be conditioned that Counsel ensure that service of process accomplished unless Plaintiff is able to engage substitute Counsel

prior to such an event.

5. After having raided Plaintiff's Bank Account in unauthorized taking of \$7,053.45, Counsel in her motion to withdraw alleges Plaintiff has failed to meet his obligation as to expenses or fees. Substantial payments were made (although inconsistent with the meager result obtained) in reliance on Counsel's repeated assurances that billing hours were discounted since majority of the research, drafting of complaint and investigative work were either undertaken by Plaintiff and/or outsourced and paid for by Plaintiff. At the behest of Plaintiff's accountant, Plaintiff discovered large amounts of overbilling by double staffing, block entries, generic descriptions, and padded hours. Plaintiff's request to review, resolve and offer to settle the overbilling was met with Counsel's invectives and expletives and the instant filing for withdrawal as attorney of record. Counsel effort is to abandon responsibility and evade refund for overbilled payments and money obtained through fraud.

6. Counsel has further sent extortionate email that all documents, pleadings, communications with agencies and litigation related documents will be withheld as "attorney's work product" until payment is received notwithstanding that no payments are owed and a refund for overbilled payments are due back to Plaintiff together with the money (\$7,053.45) obtained by fraud. Ill. Sup. Ct. R. 1.16(d) states, "Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred". Any order of withdrawal by this Court relieving Counsel as attorney of record should be conditioned in accordance with the requirement of this rule.

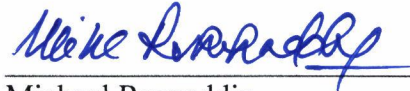
WHEREFORE, Plaintiff respectfully request that if this Court is inclined to enter an Order granting Counsel's Motion to Withdraw prior to Plaintiff availing the services of a substitute Counsel then such Order should comport with Ill. Sup. Ct. R. 1.16(d) and require Counsel take

following remedial steps to prevent prejudice and irreparable damage to Plaintiff and his pending litigation before this court:

- (a) Continue representation for 45 days to allow Plaintiff time to obtain substitute Counsel.
- (b) Ensure that all Defendants are served with summons and complaints within specified time for service of such pleading to prevent dismissal of complaint.
- (c) Return to Plaintiff his entire file including but not limited to documents, pleadings, complaints, orders, summons, communications with agencies or third parties and all related litigation documents and property in possession of Counsel or any third parties known to Counsel.
- (d) Agree to discuss, review and settle any overbilled charges with Plaintiff.
- (e) Return to Plaintiff \$7,053.45 obtained by fraud from Plaintiff's Bank Account as funds are necessary to hire new Counsel and prevent financial hardship.

and for such other and further relief as this court deems equitable to which Plaintiff may be justly entitled.

Respectfully submitted,



Michael Reazuddin
6012 W 142nd Street
Overland Park, KS 66223
(714) 944-7280

PLAINTIFF *pro se*

EXHIBIT-A

ilsos.gov is now ilsos.gov



Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number 08520054
Entity Name EYDIE R. VANDERBOSCH, ESQ.- LEGAL & CONSULTING SERVICES, LLC
Status ACTIVE

Entity Information

Principal Office
323 WILDFLOWER ST
DES PLAINES, IL 600160000

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Monday, 2 March 2020

Jurisdiction
IL

Duration
PERPETUAL

Agent Information

Name

EMILY AGOSTO

Address

3639 N SACRAMENTO AVE
CHICAGO , IL 60618

Change Date

Monday, 2 March 2020

Annual Report

For Year

2022

Filing Date

Friday, 28 January 2022

Managers

Name

Address

VANDERBOSCH, EYDIE R.
323 WILDFLOWER ST
DES PLAINES, IL 60016**Series Name**

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office](#)

EXHIBIT-B



Mike Reazuddin <mikereazuddin@gmail.com>

Payment Receipt from Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC. for \$3,731.50

1 message

Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC. <receipts@lawpay.com> Thu, Aug 11, 2022 at 9:06 AM

Reply-To: "Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC."

<eydie@ervjd.com>

To: mikereazuddin@gmail.com



EYDIE R. VANDERBOSCH, ESQ.
LEGAL AND CONSULTING SERVICES

Payment Receipt

\$3,731.50

**Eydie R. Vanderbosch, Esq. - Legal
and Consulting Services, LLC.**

10 South Riverside Plaza

Suite 875

Chicago, Illinois 60606

(312) 523-5299

Account Holder

MIKE REAZUDDIN

6012 W 142nd Street

Overland Park, Kansas 66223

Payment Summary

Account: Trust
Reference: Invoice 623

Amount Paid: \$3,731.50
Payment Method: VISA
Card Number: *****5275
Entry Mode: Manual
Auth Code: 010610
Payment Date: August 11, 2022 09:06 am
Transaction Id: 69057280



ervjd.com/
eydie@ervjd.com



Mike Reazuddin <mikereazuddin@gmail.com>

Payment Receipt from Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC. for \$2,434.40

1 message

Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC. <receipts@lawpay.com> Thu, Aug 11, 2022 at 9:10 AM

Reply-To: "Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC."

<eydie@ervjd.com>

To: mikereazuddin@gmail.com



EYDIE R. VANDERBOSCH, ESQ.
LEGAL AND CONSULTING SERVICES

Payment Receipt

\$2,434.40

**Eydie R. Vanderbosch, Esq. - Legal
and Consulting Services, LLC.**

[10 South Riverside Plaza](#)

Suite 875

Chicago, Illinois 60606

(312) 523-5299

Account Holder

MIKE REAZUDDIN

[6012 W 142nd Street](#)

Overland Park, Kansas 66223

Payment Summary

Account: Trust
Reference: 598 Remaining balance

Amount Paid: \$2,434.40
Payment Method: VISA
Card Number: *****5275
Entry Mode: Manual
Auth Code: 031010
Payment Date: August 11, 2022 09:10 am
Transaction Id: 69057542



[ervjd.com/](#)
[eydie@ervjd.com](#)



Mike Reazuddin <mikereazuddin@gmail.com>

Payment Receipt from Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC. for \$887.55

1 message

Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC. <receipts@lawpay.com> Thu, Aug 11, 2022 at 9:03 AM

Reply-To: "Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC." <eydie@ervjd.com>

To: mikereazuddin@gmail.com



EYDIE R. VANDERBOSCH, ESQ.
LEGAL AND CONSULTING SERVICES

Payment Receipt

\$887.55

Eydie R. Vanderbosch, Esq. - Legal and Consulting Services, LLC.

10 South Riverside Plaza
Suite 875
Chicago, Illinois 60606
(312) 523-5299

Account Holder

MIKE REAZUDDIN

6012 W 142nd Street

Overland Park, Kansas 66223

Payment Summary

Account: Trust
Reference: Invoice 598

Amount Paid: \$887.55
Payment Method: VISA
Card Number: *****5275
Entry Mode: Manual
Auth Code: 010310
Payment Date: August 11, 2022 09:03 am
Transaction Id: 69057204



ervjd.com/
eydie@ervjd.com

Express

2022 AUG 15 21:10:38

1000

SHIP DATE: 15AUG22
ACTWGT: 0.15 LB
CAD: 6991343/SSF02322

TO CLERK OF COURT
EASTERN DIVISION/U.S. DISTRICT COUR
219 S. DEARBORN STREET

CHICAGO IL 60604
(212) 435-5670

REF (312) 435-5670
INU:
PO:

DEPT: _____



FedEx
Express

TRK# 0201 2768 1261 1260

TUE - 16 AUG 10:30A
PRIORITY OVERNIGHT

XN CHIA

60604
IL-US ORD

